

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this day of **July**,
2021;

BY AND BETWEEN

GLOBAL GREEN a Partnership firm having its registered office at E/57, P.C. Colony, Kankarbagh, Patna, PIN- 800020, Bihar and registered vide dated, through its Partner **Sri Dhananjay Kumar**, aged about 46 years, Occupation- Business, son of Sri Mathura Prasad, resident of E/57, P.C. Colony, Kankarbagh, Patna, PIN- 800020, Bihar, Caste- Kurmi, Nationality Indian, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

Aadhaar No. 3277 9883 3006.

at, Nationality Indian, hereinafter called the
“Allottee” (which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include their heirs, executors,
administrators, successors-in-interest and permitted assigns).

AADHAAR NO.-

PAN-

Mob. No.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise
requires,-

- (a) “Act” means the Real Estate (Regulation and Development) Act,
2016 (16 of 2016);
- (b) “appropriate Government” means the State Government;
- (c) “Rules” means the Bihar State Real Estate (Regulation and
Development) (General) Rules, 2017 made under the Real Estate
(Regulation and Development) Act, 2017;
- (d) “Regulations” means the Regulations made under the Real Estate
(Regulation and Development Act, 2017;
- (e) “section” means a section of the Act.

WHEREAS:

A. The Promoter is the Developer of land measuring 7250 sq.ft.
equivalent to 16.6467 decimals more or less subject to actual
measurement bearing Thana no- 2, Tauzi Bihar Sarkar, Society Plot No.
304, Ward No. 14, situated at Mohalla- New Patliputra Colony, Mauza-
Mainpura, Survey Thana- Phulwari, at present P.S. Patliputra, in town and
district of the Patna, within the limit of Municipal corporation area and
under the District/Sub-registrar, Patna;

AND WHEREAS:

The Promoter become the Developer of the property to frame
and launched a scheme to achieve the object the land lords **Shri Shiwa
Shankar Singh**, aged about 61 years, Occupation- Retired Govt Office,
son of Late Civilian, resident of Village, Daudhata, P.O. D. I.

Bihar, both caste- Kurmi constituted vide a Power of Attorney dated 01.03.2016, which is registered in the office of the District Registrar, Patna in Book No.- 4, Volume No.- 5, C.D. No.- 1/2016, Pages from 383 to 390 bearing Deed No.- 195 entered into a registered Development Agreement on 12.07.2021, which is registered in the Office of District Registration Office Patna in Book No. 1, Volume No. 208, C.D.- 30/2021, pages from 34 to 52, bearing Deed No. 8283/2021, Token No. 8416/2021 and Serial No. 8511/2021.

RECITAL

WHEREAS, is the purchased property of the land owner, which is acquired by the land owner through five sale deeds, First sale deed for land measuring 1450 sq.ft. executed on 16.10.2015 executed by Sri Rahul Pathak son of Sri Tarkeshwar Pathak, resident of House No. 304, Patliputra Colony, P.S.- Patliputra, District- Patna, which is Registered in the Office of the District Registration Office, Patna in Book No.- 1, Volume No.- 221, C.D. No.- 34/2015, pages from 366 to 375 bearing Deed No.- 9431/2015, Serial No.- 10621, Token No.- 10827/2015.

Second Sale deed for land measuring 1450 sq.ft. executed on 26.10.2015 executed by Smt. Sheela Ojha, wife of Sri Shashikant Ojha, resident of Shashi Niwas, Station Road, Nawada, P.S.- Nawada Ara, District- Bhojpur, which is Registered in the Office of the District Registration Office, Patna in Book No.- 1, Volume No.- 225, C.D. No.- 35/2015, pages from 187 to 197 bearing Deed No.- 9592/2015, Serial No.- 10766, Token No.- 10962/2015.

Third Sale Deed for land measuring 1450 sq.ft. executed on 25.01.2016 executed by Smt. Neela Tiwari, wife of Sri Girija Shankar Tiwari, resident of B-156, P.C. Colony, Kankarbagh, Patna-800020, which is Registered in the Office of the District Registration Office, Patna in Book No.- 1, Volume No.- 20, C.D. No.- 3/2016, pages from 334 to 344 bearing Deed No.- 851/2016, Serial No.- 939, Token No.- 993/2016.

Fourth Sale Deed for land measuring 1450 sq.ft. executed on 25.01.2016 executed by Sri Gopal Krishna Dasgupta, son of Sri Dasgupta, resident of B-156, P.C. Colony, Kankarbagh, Patna-800020, which is Registered in the Office of the District Registration Office, Patna in Book No.- 1, Volume No.- 20, C.D. No.- 3/2016, pages from 334 to 344 bearing Deed No.- 851/2016, Serial No.- 939, Token No.- 993/2016.

NO.- 848/2016, Serial No.- 936, Token No.- 996/2016.

Fifth Sale Deed for land measuring 1450 sq.ft. executed on 27.01.2016 executed by (1) Sri Ashok Kumar Choubey, son of Late Ram Prasad Choubey, presently residing at Flat No.- 6C, Block- 3, Natural Heights, Faridpur, Durgapur, West Bengal, PIN- 713213, (2) Sri Suman Kumar Choubey, son of Late Ram Prasad Choubey, presently residing at F-92, Manoj Vihar, Indrapuram, Ghaziabad, U.P., Pin-801014 and (3) Smt. Ranjana Chaturvedi, wife of Col. Bijay Kumar Chaturvedi, presently residing at F-92, Manoj Vihar, Indrapuram, Ghaziabad, U.P., Pin-801014, which is Registered in the Office of the District Registration Office Patna in Book No.- 1, Volume No.- 24, C.D. No.- 3/2016, pages from 176 to 186 bearing Deed No.- 1010/2016, Serial No.- 1107, Token No.- 1199/2016. Since then the Land Owner came in actual, physical, possession over the land fully described in Schedule No.- I at the foot of this deed and mutated their name in State Sirista and paying rent to the Patliputra Co-operative House Construction Society Ltd., Patliputra, Patna.

AND WHEREAS, property in question originally purchased in the name of Smt. Kaushalya Pandey, wife of Late R. N. Pandey, resident of Patliputra, P.S.- Patliputra, Distt.- Patna on 13.01.1982 from The Patliputra Cooperative House Construction Society Ltd., Patna having its Office at Patliputra Golamber, Mainpura, P.S.- Patliputra, District- Patna through its Manager Sri Jagdish Kumar Verma, which is Registered in the Office of the District Registration Office, Patna in Book No.- 1, Pages from 91 to 106 bearing Deed No.- 374/1982. Ramanand Pandey had two wives namely Smt. Kaushalya Pandey and Smt. Lalita Pandey. Smt. Lalita Pandey died leaving behind her only son and only daughter Gopal Krishna Pandey and Shyama Choubey respectively. In the mean time Kaushalya Pandey died leaving behind her three daughters Leela Pathak, Sheela Ojha and Neela Tiwary. Leela Pathak died leaving behind his only son namely Rahul Pathak. Smt. Shyama Choubey died leaving behind his two sons namely Sri Ashok Kumar Choubey and Sri Suman

AND WHEREAS, the said land owner expressed his desire to develop the landed property and to construct multi-storied residential/ commercial building on Society Plot No.- 304, Ward No.- 14, situated at Mohalla- Patliputra Colony, Mauza- Mainpura, Survey Thana- Phulwari, at present P.S.- Patliputra, Distt- Patna, measuring an area of 7250 sq.ft., is competent to allow conversion the aforesaid land for development purpose through the aforesaid developer.

B. the Said Land is earmarked for the purpose of building a residential project, comprising **G+3** multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as '**GAURI COMPLEX**' ("Project");

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The Patna Municipal Corporation has granted the commencement certificate to develop the Project vide Plan no. **P/Mainpura-PRN-G+3/270/2018 Dated 14.07.2018**

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment plot or building, as the case may be. From Patna Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulator)' Authority at Patna on Bihar under registration No.

G. The Allottee had applied for an apartment in the Project vide this agreement and has been allotted Flat no. in having Carpet area of sq. ft., Built-Up area sq.ft., Super Built-Up area sq.ft. on the Floor in the '**GAURI COMPLEX**' ("Building") along with

of the apartment is annexed hereto and marked as Schedule B);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. No additional disclosures ;

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat and the garage/covered parking (if applicable) as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Flat] as specified in para G.

1.2 The Total Price for the Flat based on the carpet area is
₹/- (Rupees only ("Total Price"))

(Break up and description):

Flat no. on Floor

Cost of Flat @ per square feet/-

₹/- (Rupees only

1.3 The Total Price is applicable free of any and every taxes and duties

while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ XXX % per annum for the period by which the respective installment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price

increase in the carpet area, of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:

(i) The Allottee shall have exclusive ownership of the Flat;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Flat] and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Flat, as the case maybe.

It is made clear by the Promoter and the Allottee agrees that the [Flat] along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with

possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person. The Allottee has paid a sum of ₹/- (Rupees only as booking amount being part payment towards the Total Price of the [Flat] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Flat] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **GLOBAL GREEN** payable at Patna.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and

this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Flat], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Flat] to the Allottee and the common areas to the association of allottees or the competent authority, as the case

the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Real Estate (Regulation and Development) Acts, 2016 and Bihar Real Estate (Regulation and Development) Rules, 2017 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act. and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT:

7.1 Schedule for possession of the said (Flat - The Promoter agrees and understands that timely delivery of possession of the [Flat] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Flat] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Flat], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by

etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Flat], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Flat, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of [Flat] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Flat] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the [Flat] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including

cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation -The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Flat] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his businesses a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Flat], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

(i) The [Promoter] has absolute, clear and marketable title with respect

the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any

of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in

PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the '**GAURI COMPLEX**', shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot],

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS NOTIFICATIONS ETC BY PARTIES.

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Bihar Apartment Ownership Act, 2006. The Promoter showing compliance of various laws/regulations as applicable in Real Estate (Regulation and Development) Act, 2016 & Bihar Real Estate (Regulation and Development) Rules, 2017.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned **District Sub-Registrar Patna** as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a

compensation whatsoever.

21. ENTIRE AGREEMENT:

(i) This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties,

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Flat] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Flat], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision

with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Flat] bears to the total carpet area of all the [Flat] in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory' at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Patna after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the **District Sub-Registrar at Patna**. Hence this Agreement shall be deemed to have been executed at **District Sub Registrar, Patna**.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their

GLOBAL GREEN

E/57, P.C. Colony, Kankarbagh,

Patna, PIN- 800020, Bihar

Through its Partner **Sri Dhananjay Kumar**

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and

respective hands and signed this Agreement for Sale at Patna in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

.....
.....
.....

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorized Signatory) _____

GLOBAL GREEN

E/57, P.C. Colony, Kankarbagh,

Patna, PIN- 800020, Bihar

Through its Partner **Sri Dhananjay Kumar**

Please affix
photograph and
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

Printed:-

Drafted as per RERA format and material
provided by the parties :-

(Santosh Kumar)

UDDYOGIJI'S CHAMBER,

Collectorate Bar Association, 'Chamber', Collectorate Bar Association

(Dr. ANIL KUMAR SINHA, "UDDYOGI")

Advocate,

‘GAURI COMPLEX’ along with garage / parking on Floor, with user right of common space in the apartment including the land owner’s share in Flats etc. will have proportionate share, right, title and interest over the land measuring 7250 sq.ft. equivalent to 16.6467 decimals more or less subject to actual measurement bearing Thana no- 2, Tauzi Bihar Sarkar, Society Plot No. 304, Ward No. 14, situated at Mohalla- New Patliputra Colony, Mauza- Mainpura, Survey Thana- Phulwari, at present P.S. Patliputra, in town and district of the Patna, within the limit of Municipal corporation area and under the District/Sub-registrar, Patna and bounded by :-

Revenue Details of land:

1. Name of the District- Patna.
2. Name of the Revenue Anchal- Patna Sadar.
3. Name of the Revenue Halka- Patliputra.
4. Name of the Revenue Village- Mainpura.
5. Revenue Thana no. - 2.
6. Name of the Revenue Thana- Phulwari.
7. Zamabandi No. -

Boundary of the Plot/Building:

NORTH :- Plot No. 303.
SOUTH :- Plot No. 305.
EAST :- 30 feet wide Main Road.
WEST :- Plot No. 298 & 299.

Boundary of the Flat:

North :-
South :-
East :-
West :-

Note:- Govt. value is mentioned at **Code No. 225 & Zone- 4** of M.V.R. 2016-17.

After Completion of foundation	20%
After Completion of Ground floor Roof Slab	10%
After Completion of First floor Roof Slab	05%
After Completion of Second floor Roof Slab	05%
After Completion of Third floor Roof Slab	05%
After Completion of Fourth floor Roof Slab	05%
After Completion of Fifth floor Roof Slab	05%
After Completion of Sixth floor Roof Slab	05%
After Completion of Seventh floor Roof Slab	05%
Completion of Brick work	10%
Completion of Plaster work	10%
Time of Completion	05%

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES

(WHICH ARE PART OF THE FLAT)

STRUCTURE

- * RCC Frame Structure with No. 1 brick or AC Block Filler Walls.
- * Earthquake resistant structure with Tata Steel/ Sail.
- * RCC Frame structure with Class A brick or AC Block Filler Walls will be carting for RMC Plant Material and Ultratech Cement/ACC & Chips 5/8 or 20 MM for Koderma. Sand from river Sone.

FLOORING

- * Inside the drawing & dining hall and 2' x 2' in the room (Somany/ Jhonson 8 Kazaria & ISI Mark).

DOORS & WINDOWS

- * Main Door & other all Decorative Panel and polished on front sides (Century/ Green).
- * Fully glazed windows, Paneled of Sliding UPVC & Feenista (with M.S. Gull with paint)

KITCHEN

- * Slabs are well Finished Granite Stone with Stainless Steel Sink and Drain Board, Glazed Tile dado wall up to 2' height over counter.

Provision for T.V. Telephone Points in each Bedroom & Drawing Room
(all of Havells & Anchor)

* Modular type Switches of branded company (all of Havelles & Philips
& Anchor, Great white.

SCHEDULE 'E'
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT)

WATER

* 24 hours fresh WATER SUPPLY FROM OWN TUBE WELL.

PARKING

* Covered Car Parking space on ownership basis on Ground Floor/
Basement.

LIFT

* OTIS/ KONE make Automatic elevator standard company Block a
capacity of 12 person.

SECURITY

* 24 Hours cable intercom system from the gate to all the flats of
apartments for the greatest Security with CCTV Camera.

* Installation of Fire fighting arrangement at all floors (Water Based).

* 100% Power back up in common area & 500 watt, in each flat.

Security and automation : CCTV cameras at strategic point in the
common area with digital video recorder.